

# CATSKILL ANIMAL SANCTUARY

## **Volunteer & Intern Handbook**

**Revised October 2017** 

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## Welcome Statement

**WELCOME TO THE CAS CREW!** Catskill Animal Sanctuary (CAS) is so pleased to have you on our team. We rely on passionate, dedicated and talented people for so much of what we do. Volunteering and interning at CAS offers the unique opportunity of working at one of the country's leading farm animal sanctuaries, and provides valuable experience for those pursuing careers in the animal care and protection arena.

This handbook outlines what CAS believes is important. Our policies are designed to create a friendly and efficient environment and encourage your personal productivity.

<u>This Volunteer and Intern Handbook is a guide, and not a contract of employment.</u> Nothing in this handbook is intended to imply that there is permanent or guaranteed employment for anyone. <u>CAS</u> reserves the right to end a volunteer relationship or internship at any time. Volunteer and internship policies are subject to change at any time.

Please review this handbook to make sure you understand our policies and procedures, and return a signed copy of the last page of this book to Michelle Alvarez, Outreach Manager.

## **Mission Statement**

Catskill Animal Sanctuary rescues farmed animals, ignites social change to end their exploitation, and champions vegan living.

## Staff

Please refer to the "Staff and Board" section of the website at CASanctuary.org for a current listing of staff and board members.

## Policy & Code of Conduct

Volunteers and interns who violate the Code of Conduct or any policy in this handbook may lose the opportunity to continue volunteering or face termination of the internship.

#### Assignments

Volunteer and intern assignments will be given by the individual's department supervisor and reflect the work and needs of the specific department. For example, an intern with the Communications Department may work on video and photography projects, while a volunteer with Animal Care may be asked to help clean shelter areas and unload barn supplies. CAS is run with a limited staff, and all volunteer and intern tasks are a very important part of our efforts to help farm animals!

#### Schedules & Attendance

Volunteers and interns negotiate their weekly hours or shifts with their direct supervisor and schedules can range anywhere from 10-40 hours per week. CAS coordinates projects and programs based partially on the availability of volunteers and interns, so please arrive for your scheduled shift(s) on time. In the event that you are unable to come, be sure to call your direct supervisor as soon as possible so that other arrangements to cover your work load can be made.

Inclement weather: CAS must continue to operate during periods of bad weather. Please make every effort to report for your shift(s), without jeopardizing the safety of yourself or others, and to notify your direct supervisor if inclement weather will cause a late arrival or absence.

#### Additional Opportunities

Given that volunteer and intern schedules vary across the board, CAS encourages individuals to volunteer any extra time they wish, or take part in other projects such as volunteering in other departments, including Compassionate Cuisine, Camp Kindness, The Homestead, special events, etc. If you are interested in participating in additional activities, please contact Michelle Alvarez, Outreach Manager. We encourage volunteers and interns to make the most of their experience at CAS and learn about all aspects of our work.

#### **Harassment Policy**

The following is CAS's non-discrimination and harassment policy as found in the CAS employee manual. This policy extends to all volunteers and interns, and is reproduced in full for this manual.

#### Individuals and Conduct Covered

These policies apply to all volunteers and interns, and prohibit harassment, discrimination and retaliation whether engaged in by volunteers, interns, or by a supervisor or manager or by someone not directly connected to CAS (e.g., an outside vendor, consultant or customer).

Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings and business-related social events.

#### Sexual Harassment

**Sexual Harassment** constitutes discrimination and is illegal under federal and state law. For the purposes of this policy, sexual harassment is defined in the Equal Employment Opportunity Commission Guidelines as:

Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when, for example:

- 1. submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment
- 2. submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual

3. such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment may include a range of subtle and overt behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include, but are not limited to unwanted sexual advances or requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess or sexual deficiencies; leering, catcalls or touching; insulting or obscene comments or gestures; display or circulation on work email of sexually suggestive objects or pictures; and other physical, verbal or visual conduct of a sexual nature.

#### **General Harassment**

**Harassment** on the basis of any other protected characteristic is strictly prohibited. Under this policy, harassment is verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her race, color, creed, national origin, sex, age, disability, sexual orientation, gender identity, marital status, familial status, military status or any other status or condition that is protected by applicable federal, state, or local law and that:

- 1. has the purpose or effect of creating an intimidating, hostile or offensive work environment
- 2. has the purpose or effect of unreasonably interfering with an individual's work performance
- 3. otherwise adversely affects an individual's employment opportunities.

Harassing conduct includes, but is not limited to epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes and display or circulation of written or graphic material that denigrates or shows hostility or aversion toward an individual or group (including through email).

#### **Retaliation Is Prohibited**

CAS prohibits retaliation against any individual who reports discrimination or harassment or participates in an investigation of such reports. Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action.

#### **COMPLAINT PROCEDURE**

#### Reporting an Incident of Harassment, Discrimination or Retaliation

CAS strongly urges the reporting of all incidents of discrimination, harassment or retaliation, regardless of the offender's identity or position. Individuals who believe they have experienced conduct that they believe is contrary to CAS's policy or who have concerns about such matters should file their complaints with their supervisor before the conduct becomes severe or pervasive.

Individuals should not feel obligated to file their complaints with their immediate supervisor first before bringing the matter to the attention of a member of the Leadership Team.

#### IMPORTANT NOTICE TO ALL VOLUNTEERS AND INTERNS:

Volunteers and interns who have experienced conduct they believe is contrary to this policy have an obligation to take advantage of this complaint procedure. A volunteer or intern's failure to fulfill this obligation could affect his or her rights in pursuing legal action.

Early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment. Therefore, while no fixed reporting period has been established, CAS strongly urges the prompt reporting of complaints or concerns so that rapid and constructive action can be taken. CAS will make every effort to stop alleged harassment before it becomes severe or pervasive, but can only do so with the cooperation of its volunteers, interns, staff, and employees.

The availability of this complaint procedure does not preclude individuals who believe they are being subjected to harassing conduct from promptly advising the offender that his or her behavior is unwelcome and requesting that it be discontinued.

Any reported allegations of harassment, discrimination or retaliation will be investigated promptly, thoroughly and impartially. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge.

Confidentiality will be maintained throughout the investigatory process to the extent consistent with adequate investigation and appropriate corrective action.

#### **Responsive Action**

Misconduct constituting harassment, discrimination or retaliation will be dealt with promptly and appropriately. Responsive action may include, for example, training, referral to counseling, monitoring of the offender and/or disciplinary action such as warning, reprimand, termination of the volunteer opportunity or internship, as CAS believes appropriate under the circumstances.

Finally, these policies should not, and may not, be used as a basis for excluding or separating individuals of a particular gender, or any other protected characteristic, from participating in business or work-related social activities or discussions in order to avoid allegations of harassment. The law and the policies of CAS prohibit disparate treatment on the basis of sex or any other protected characteristic, with regard to terms, conditions, privileges and perquisites of employment. The prohibitions against harassment, discrimination and retaliation are intended to complement and further these policies, not to form the basis of an exception to them.

#### Fraternization/Dating Policy

While not prohibited, a volunteer or intern who becomes romantically involved with another volunteer, intern, or employee should take care not to allow their off-duty relationship affect their work. Adverse workplace behavior or behavior that affects the workplace that arises because of personal relationships will not be tolerated. Any relationship that interferes with the company

culture of teamwork, the harmonious work environment or the productivity of employees will be addressed by disciplinary action, up to and including termination of the volunteer opportunity and internship.

#### No Solicitation/No Distribution Policy

CAS limits solicitation and distribution on its premises because, when left unrestricted, such activities can interfere with the normal operations of CAS, can be detrimental to efficiency, can be annoying, and can pose a threat to security. All managers are responsible for administering this policy and for enforcing its provision.

The word "solicitation" means, but is not limited to, requesting or urging anyone to give or pay or obligate himself or herself to pay money to any cause for any reason. "Solicitation" also includes, but is not limited to, requesting anyone to sign any document or authorization card indicating membership in any pool, organization, association or group, or indicating support for or a pledge to any cause.

"Distribution of literature" means the passing out of any type of advertising, handbills, circulars, forms or other memorabilia.

CAS permits volunteers and interns to engage in solicitation or distribution of literature for any group or organization, including charitable organizations, subject to prior approval and at sole discretion of management with the following guidelines:

Solicitation and distribution of literature should not interfere with working time of either the volunteer or intern making the solicitation or distribution, or the targeted individual. The term "working time" does not include a volunteer or intern's authorized lunch or rest periods or other time when the volunteer or intern is not required to be working.

Continued solicitation of an individual who has stated they are not interested may be considered harassment and could result in disciplinary action.

Solicitation or distribution of literature for charitable or non-profit organizations who are in direct competition with CAS, or whose mission is in conflict with the mission of CAS, is not permitted at any time

**EXAMPLE 1:** Distributing literature for another farm animal rescue would be prohibited.

**EXAMPLE 2:** Asking co-workers to sponsor you in a charity walk for a dog & cat rescue would be permitted.

**EXAMPLE 3:** Asking co-workers to donate to a health charity that conducts animal testing would be prohibited.

#### **Safety Policy**

CAS is committed to providing a safe environment for all. The primary hazards that volunteers and interns may encounter are: farm equipment, horned and hoofed animals, and animal medications.

Volunteers and interns who use farm equipment including, but not limited to, tractors, manure spreaders, lawn mowers, and hay elevators, acknowledge that there is inherent risk in working with heavy machinery with moving parts. Volunteers and interns who use such equipment must familiarize themselves with necessary precautions that should be taken with each piece of equipment by reading manuals and safety labels and by consulting with senior staff. If any aspect of safe equipment operation is not understood, the volunteer or intern must request additional training prior to operating the equipment.

Animal care volunteers and interns are expected to have daily interactions with all the farm species who live at CAS. Volunteers and interns need to understand the generally expected behavior and potential safety risks of working around each species and of particular individuals who may have special needs. The Animal Care Coordinator and Director of Sanctuary Operations will provide basic safety instructions to other animal care volunteers and interns, and information about the needs of individual animals will be posted in the animal care room and on stalls or fences as deemed necessary.

Animal Care volunteers or interns may come in contact or be charged with administering animal medications that have risk to humans. Individuals who need to handle such medications must follow all manufacturer safety instructions for administration and storage. In the event of accidental exposure, volunteers and interns should call Poison Control, notify their supervisor, and seek medical treatment.

All volunteers and interns are expected to keep an eye out for potential safety hazards. If the hazard is within the volunteer or intern's capability to correct, s/he should do so immediately. All other hazards should be reported to both the Facilities Manager and Director of Sanctuary Operations, as soon as possible. All injuries should be reported to the Director of Sanctuary Operations.

All volunteers and interns must use seat belts and shoulder restraints (if available) whenever they operate a vehicle on company business. The driver is responsible for seeing that all passengers in front and rear seats are buckled up. Use of cell phones for any reason while driving is prohibited.

#### First Aid Policy

First Aid kits are located in the following areas: staff break room, animal care room, garage, Welcome Hut, Homestead kitchen, Camp Kindness classroom, and each administrative building. Any employee administering first aid must wear protective gloves. Employees should call 911 for any emergency requiring medical assistance. In administrative buildings choose an empty phone line, dial 9 + 911. From phones in the barn dial 99911.

First aid kits will be checked and replenished on a quarterly basis and after each first aid incident by the Director of Sanctuary Operations.

#### **Security Policy**

The public is only permitted on CAS grounds during advertised visiting hours, for special events and scheduled programming, or for appointments scheduled with a particular staff member. Homestead guests are issued identifying VIP passes and have permission to visit the grounds as outlined in our Homestead Guest policy.

Should a volunteer or intern encounter a member of the public who refuses to leave the premises, s/he should notify a staff person who will address the situation.

All administrative offices are to be locked when unoccupied.

#### **Parking Rules**

Volunteers and interns may park in any parking space near their work area. During open visiting hours, volunteers and interns should avoid parking in the main parking lot, leaving those spaces available for guests, and instead, park at the brown office. Parking on the grass is not permitted.

#### **Smoking Policy**

CAS is a smoke-free facility. Smoking is not permitted in any building, CAS owned vehicle, or anywhere on Sanctuary grounds. Cigarette butts pose a serious health risk to free-roaming animals. Anyone who is caught smoking on Sanctuary grounds must pick up all butts. Volunteers and interns who violate this policy are subject to disciplinary action.

#### **Conflict of Interest Policy**

It is expected that volunteers and interns will use sound judgment at all times in avoiding actions or commitments that might create conflicts of interest, or that might do harm to the CAS. In particular, funds, materials, supplies, proprietary or confidential information, or other resources shall not be used in any way to advance a volunteer or intern's personal business, financial, or other interests.

#### **Vegan Facilities Policy**

In accordance with our mission, all facilities owned or operated by CAS are vegan. This means that animal products may not be used or consumed on premises. Vegan means no meat, poultry, fish, eggs, dairy products, honey, leather, wool, silk, bone and any products made with these items. Any members of the Leadership Team can answer questions about whether a particular item is acceptable for use on site and can offer suggestions or support for replacing non-vegan items with vegan alternatives. CAS acknowledges that it is neither practical nor within the financial means of most individuals to replace all non-vegan clothing items and no disciplinary action will be taken against individuals who wear non-vegan items within this context, but CAS does request that every effort be made to begin "veganizing" one's attire. Storage or consumption of non-vegan food items is not permitted.

#### **Dress Code**

CAS is an animal sanctuary and volunteers and interns are expected to dress in clothing appropriate to their job function. It is expected that individuals who work on-site will get dirty during the day, so any clothing that permits safe job functioning is permitted, i.e., "barn casual". Volunteers and interns working around any animals or in any food preparation area must wear close toed shoes. Volunteers and interns who work outside are expected to dress appropriately for the weather conditions of the day. Program and office volunteers and interns may dress casually and comfortably, but with an eye toward modesty: extremely short shorts or extremely revealing strapless shirts, for instance, are inappropriate. Men must wear shirts. Volunteers and interns who are attending outside functions as a representative of CAS must have a neat and professional appearance appropriate to the event (i.e., community outreach, fundraising, business mixers, etc.).

## **Suggestion Program**

CAS is constantly striving for improvements in workflow, practices, and procedures. If a volunteer or intern has a suggestion for improvement you may submit it to Michelle Alvarez, Outreach Manager at <u>michelle@casanctuary.org</u> who will discuss it with the appropriate member of the Leadership Team. The Leadership Team has the discretion to evaluate and implement suggestions.

## Code of Conduct

Volunteers and interns may be discharged without notice for violation of major rules and regulations such as:

- 1. Cruelty of any sort to any animal
- 2. Intoxication, drinking, or possession of alcoholic beverages while on CAS premises
- 3. Use, possession, or willful misuse of illegal drugs
- 4. Willful disregard of reasonable instructions of a person in charge
- 5. Falsifying personnel or other company records
- 6. Using physical violence towards others
- 7. Disorderly or immoral conduct, on or off the job, which may reflect badly on CAS's reputation
- 8. Possession of guns and ammunition while on CAS property
- 9. Other conduct that threatens the safety or reputation of interns, volunteers, visitors, and employees of CAS
- 10. Including false information on volunteer or intern applications

There are other infractions for which disciplinary action other than discharge may be warranted. Recurring or flagrant instances may lead to termination. This list is not all inclusive. These infractions include:

- 1. Using threatening or abusive language
- 2. Violating the smoking policy
- 3. Willfully or habitually violating safety regulations
- 4. Failure to wear clothing appropriate to your job function
- 5. Not taking care of, neglecting, or abusing equipment
- 6. Using equipment in an unauthorized manner
- 7. Not abiding by the vegan policy

### **Procedure for Reporting Breach of Policy**

This policy sets out the rules and procedure with respect to the reporting by volunteers or interns of a breach of law or CAS policies.

If a policy is outlined in other sections of this handbook for reporting a specified breach of policy (i.e., sexual harassment), the volunteer or intern should follow the procedure outlined in that section. If a breach of law or policy is not addressed in another section of this book, the breach should be reported as follows with increasing levels of escalation:

- 1. To your direct supervisor
- 2. If your direct supervisor is unable to resolve the issue due to involvement or lack of authority to do so, to another member of the Leadership Team
- 3. If the issue involves the Leadership Team in general, then to the Executive Director
- 4. If the issue involves the Executive Director, then to the Board of Directors.

If the issue is not addressed within a reasonable amount of time with the person you reported it to, you should report the issue to the next level.

#### **Protection and Confidentiality**

All reports of a Breach will be dealt with in a confidential manner. Confidentiality will be maintained to the fullest extent possible, consistent with the need to conduct an adequate investigation. CAS will not discharge, threaten, harass, or in any other manner discriminate against any volunteer or intern based upon any lawful action of such volunteer or intern with respect to reporting of a Breach in accordance with this policy, which he or she reasonably believes to be true. Making false reports may have consequences for the volunteer or intern and, in addition, the volunteer or intern may be liable for damages toward CAS and any person who has suffered damages from such false report.

#### **Obligations of Management After Receipt of Notification**

Management at all levels must handle all matters concerning any Breach confidentially and promptly. All evidence and documentation shall be preserved. In case of a report regarding fraud or theft and concerns regarding questionable accounting, internal accounting controls or auditing matters, or if it is felt to be appropriate due to the nature of the Breach, the manager or management will directly inform the Founder/Director and the Board of Directors. The Founder/Director or the Board of Directors can oblige management to carry out investigations under their instruction and or other internal or external persons or parties.

## Nondiscrimination Statement/EEO Statement

CAS is committed to an environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal treatment and addresses discriminatory practices, including harassment. It is expected that all relationships among persons at CAS are professional and free of bias, prejudice and harassment.

It is the policy of CAS to welcome people who are capable of learning and performing the tasks required to keep our organization operating safely and efficiently. CAS does not discriminate on the basis of race or color, creed, national origin, sex, age, disability, sexual orientation, gender identity, marital status, familial status, military status, or any other status or condition that is protected by applicable federal, state, or local law.

Discrimination in any form is not tolerated at CAS.

If you experience or witness discrimination in the workplace, immediately report it to your supervisor or another member of the Leadership Team. All questions and concerns about the equal employment opportunity policy should be directed to the business office. All allegations of discrimination will be quickly investigated.

CAS will not permit any retaliation against anyone who brings a complaint of discrimination or who speaks as a witness in the investigation of a complaint of discrimination.

#### Service Animals

Credentialed service animals accompanying persons with disabilities are welcome at CAS. The service animal should remain with the person s/he is assisting at all times and should avoid interactions with resident animals. Unfortunately, we are unable to accommodate service animals for those individuals working within the animal care department.

## Acceptable Use of Information Technology Equipment and Systems

The purpose of this policy is to outline the acceptable use of Information Technology equipment, communication equipment and computer systems at CAS. It is aimed at appropriate and legal use of the equipment and systems, in a way that serves the interests of CAS.

CAS systems are intended for business use. These limits are in place to protect the volunteers, interns, employees and CAS. The policy is also applicable to external consultants or advisors and volunteers who have access to the CAS networks.

#### General Use

Volunteers and interns may not engage in any illegal activities outlined under local, state, federal or international law while utilizing CAS-owned resources.

**Users should be aware that data created on the corporate systems remain the property of CAS.** Volunteers and interns are responsible for exercising good judgment regarding personal use of computer and network systems, including interactive systems that can be accessed from non-CAS computers such as e-mail, Internet, intranet, web conferencing, instant messaging, and other collaboration applications. CAS reserves the right to audit networks and systems and to monitor volunteer and intern usage of CAS Internet access, phone, and collaborative applications on a periodic basis to ensure policy compliance. In doing so, CAS will comply with applicable laws and regulations (such as privacy laws).

Private use of e-mail should be kept to a minimum and is only allowed if it does not distract from the daily activities and in not in violation of the guidelines stated within this document.

#### Authorized Use

Authorized use of CAS–owned resources varies according to the role of the user but is limited to those functions required for the completion of duties. Any use that does not fall within this guideline is unauthorized.

It is prohibited for users to reveal their user-id and/or account password to others or allowing use of their account, or to store the user-id and account password combination (i.e. when using a shared computer).

Users should secure their (laptop) computer with a password-protected screensaver with the automatic activation feature, or by logging-off when the system will be unattended. Employees are required to inform Management immediately upon creation of and any subsequent change to passwords.

#### Confidentiality

As a volunteer or intern of Catskill Animal Sanctuary, you may have access to confidential and sensitive information relating to the rescued residents, volunteers, staff and the organization as a whole. All such information is to be treated confidentially and discussed only within the boundaries of your role. Information relating to CAS finances, employees, volunteers, donors, and internal records are to be kept confidential. In addition, knowledge regarding our rescued residents including medical information, health assessments or treatments, deaths, adoptions, rescues, cruelty investigations, legal cases, and any other information designated as sensitive and/or confidential is to remain so. Volunteers and interns are obligated not to reveal such information whether via social networking or other manner without the written consent of Catskill Animal Sanctuary. Volunteers

and interns are required to seek consultation and advice from their staff supervisor where this policy is unclear.

#### Privacy

Users should not have an expectation of privacy in the materials that are created, sent, or received by them on CAS systems.

Authorized personnel may, without prior notice, examine all material stored on CAS systems, or monitor any aspects of its computerized resources.

#### **Intellectual Property**

Users must comply with all software licenses, copyrights, and all other laws and regulations governing intellectual property and online activities. Users shall refrain from illegal use of software or intellectual property rights. Unauthorized copying of copyrighted material including, but not limited to, digitizing and distributing photographs from magazines, books or other copyrighted sources, copyrighted music, and installing any copyrighted software for which CAS does not have an active license is strictly prohibited.

#### **Physical Security**

Users should protect laptops, portable devices (smart phones), memory sticks (or other portable data carriers) wireless and security devices (as tokens and smart cards) from unauthorized access and theft at all times (including but not limited to the time spent in the office, in the car, or in a hotel).

Damaging or intentionally destroying assets owned by CAS will subject the volunteer or intern to disciplinary action, up to and including termination.

#### Antivirus

Users should immediately contact the Business Office upon discovery of a virus on their computer, or when inadvertently introducing a virus into the CAS environment.

Memory sticks (or other portable data carriers) from external parties should be scanned for viruses before accessing the data.

It is prohibited for users to disable the antivirus software, or other security tools (personal firewall, the anti-virus software, anti-spyware), prevent its automated updates or scans, or reconfigure it in such a way that the functionality is decreased

## **Social Media Policy**

This policy is intended to provide volunteers and interns with guidelines for appropriate online activity. Although this Policy cannot address every instance of inappropriate social media use, it is intended to offer guidelines to volunteers and interns, thereby helping volunteers and employees to avoid potentially costly missteps online. The nature of the Internet is such that what you "say" online will be captured forever and can be transmitted endlessly without your consent or knowledge. Volunteers and interns should remember that any information that is shared online instantly becomes permanent and public.

CAS may, at its option, monitor internal and external sources to identify inappropriate use. Volunteer and interns responsible for posting disparaging material about CAS or for other misuse will be subject to discipline.

CAS reserves the right to take legal action if necessary.

#### Scope

This Policy applies to all volunteer and interns' use of the Internet, including participation in and use of social media, regardless of whether such use occurs in the workplace and regardless of whether such use involves CAS's electronic equipment or other property.

#### **Prohibited Conduct**

Volunteers and interns are prohibited from engaging in any of the following in their online activities and posts:

- Disparaging CAS's programs, donors, program participants, executive leadership, employees, or strategy.
- Making any false or misleading statements.
- Promoting or endorsing violence.
- Promoting illegal activity, including the use of illegal drugs.
- Directing any negative comment towards or about any individual or group based on race, religion, gender, disability, sexual orientation, national origin, citizenship, or other characteristic protected by law.
- Disclosing any confidential or proprietary information belonging to CAS or obtained by the intern or volunteer as a result of his/her work with CAS.

## **Texting and Talking While Driving Policy**

CAS does not allow texting or talking on a hand-held phone while operating machinery or vehicles. Violations of this policy may result in disciplinary action and may include revocation of driving privileges for company vehicles or use of company owned cell phones.

## **Emergency Contact Numbers:**

Please contact Lisa Miele, Business Manager, for a current list of emergency contact information. She can be reached at <u>miele@casanctuary.org</u>; 845-336-8447.

#### **CATSKILL ANIMAL SANCTUARY, INC**

#### Whistleblower Protection Policy

#### ADOPTED BY RESOLUTION OF THE BOARD OF DIRECTORS

#### ARTICLE I <u>Purpose</u>

It is the intent of Catskill Animal Sanctuary (the "CAS") to adhere to all laws and regulations that apply to the organization. CAS is committed to maintaining an environment where employees, officers, directors and members are free to raise good faith concerns regarding CAS's business practices. The purpose of the CAS Whistleblower Protection Policy (the "Policy") is to:

(1) encourage staff and volunteers to come forward with good faith concerns regarding suspected violations of law, including local, state and federal laws and regulations, as well as violations of adopted policies of CAS;

(2) establish procedures for submitting complaints or concerns regarding illegal practices or serious violations of adopted policies of CAS;

(3) provide protection of whistleblowers from retaliation; and

(4) support CAS's goal of legal compliance with all applicable laws, regulations and policies.

This policy is intended to supplement but not replace any applicable state and federal laws governing whistleblower protection applicable to nonprofit and charitable organizations.

#### ARTICLE II

#### Procedures for Reporting a Suspected Violation of Law or Policy

If any director, officer, employee or volunteer of CAS has a good faith concern that a policy, practice, or activity of CAS is in violation of law or an adopted CAS policy, a written report (the "Whistleblower Report") must be filed by that individual (the "Whistleblower") with the Executive Director. If the Executive Director is implicated in the Report, it should be directed to the Chairperson of the Board of Directors.

Whistleblower Reports may be submitted on a confidential basis by the Whistleblower or may be submitted anonymously. Whistleblower Reports will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.

Whistleblower Reports must be made in good faith and based on reasonable grounds for believing that the information disclosed may indicate a violation of law

and/or adopted CAS policy. Any allegations that prove to have been made maliciously or knowingly to be false will be viewed as a serious disciplinary offense.

The Executive Director or the Board Chairperson as the case may be, must promptly remit all Whistleblower Reports in writing to the CAS Audit Committee.

The CAS Audit Committee is responsible for the implementation of and compliance with the CAS Whistleblower Protection Policy and shall promptly investigate all complaints received in a manner intended to protect the confidentiality of the individual providing the Report, consistent with a full and fair investigation and will report all findings to the CAS Board.

Only the Audit Committee and/or other Independent Directors may participate in any deliberations or voting relating to a Whistleblower Report or investigation provided that nothing in this section shall prohibit the Audit Committee or other Independent Directors from requesting that the Whistleblower or other relevant persons present information as background or answer questions prior to the commencement of deliberations or voting relating thereto. The chairperson of the Audit Committee shall, if appropriate, appoint any person or persons (including an Independent Director, CAS employee or third party) to investigate the Whistleblower Report and report such findings to the Audit Committee, provided however that such investigatory responsibility may not be delegated to any person who is the subject of the Whistleblower Report or in such a manner that would compromise either the identity of the Whistleblower or the confidentiality of the Report or investigation.

#### ARTICLE III No Retaliation

No director, officer, employee or volunteer of CAS who in good faith reports any action or suspected action taken by or within CAS that is illegal, fraudulent or in violation of any adopted policy of CAS shall suffer intimidation, harassment, discrimination or other retaliation or, in the case of employees, adverse employment consequences.

Any director, officer, employee or volunteer of CAS who believes that he or she has been subjected to any form of retaliation as a result of reporting a suspected violation of law or policy should immediately report the retaliation to the Chairperson of the CAS Board (the "Retaliation Report").

Retaliation Reports may be submitted on a confidential basis by the Whistleblower or may be submitted anonymously. Reports will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation. The CAS Chairperson must promptly remit all such Retaliation Reports in writing to the CAS Audit Committee.

The CAS Audit Committee shall promptly investigate all Retaliation Reports received in a manner intended to protect the confidentiality of the individual providing the Report, consistent with a full and fair investigation and will report all findings to the CAS Board.

#### ARTICLE IV Records of Proceedings

The minutes of any meeting of the Board of Directors, Audit Committee and all committees with Board delegated powers at which any Whistleblower Report, Retaliation Report, or related investigation was discussed or voted upon shall contain:

- a. The names of the Whistleblower (where provided) and the names of any persons indicated in the Whistleblower Report or Retaliation Report or related investigation, the nature of the Whistleblower Report or Retaliation Report or related investigation and all material facts relating thereto, any action taken to determine whether a violation of law or policy occurred;
- b. The names of the persons who were present for discussions and votes relating to the Whistleblower Report or Retaliation Report or related investigation, the content of the discussion, a record of any votes taken or determinations made in connection with the proceedings.

#### ARTICLE V Distribution of Policy

This Policy shall be distributed to all directors and officers and upon hire or commencement of work by employees and volunteers of CAS. All such recipients shall review the Policy and sign and return an Acknowledgement Statement (annexed hereto as <u>EXHIBIT A</u>)

Revised as of December 22, 2014

#### CATSKILL ANIMAL SANCTUARY, INC

#### Whistleblower Protection Policy Acknowledgement Statement

I have received a copy of the Catskill Animal Sanctuary, Inc. Whistleblower Protection Policy. I have read and understood the Policy and I agree to comply with the Policy.

Signature

Printed Name

Title

Date

#### Please return this signature page to Michelle Alvarez, Outreach Manager

#### **CATSKILL ANIMAL SANCTUARY, INC**

#### CONFLICT OF INTEREST POLICY AND ANNUAL DISCLOSURE STATEMENT

ADOPTED BY RESOLUTION OF THE BOARD OF DIRECTORS

#### ARTICLE I <u>Purpose</u>

It is important for the directors, officers, and staff of Catskill Animal Sanctuary (the "Organization") to be aware that both real and apparent conflicts of interest or dualities of interest sometimes occur in the course of conducting the affairs of the Organization and that the appearance of conflict can be troublesome even if there is in fact no conflict whatsoever. Conflicts occur because the many persons associated with the Organization should be expected to have, and do in fact generally have multiple interests and affiliations and various positions of responsibility within the community. In these situations a person will sometimes owe identical duties of loyalty to two or more corporations. Each member of the board of directors and the staff of the Organization has a duty of loyalty to the Organization. The duty of loyalty generally requires a director or staff member to prefer the interests of the Organization, directors and staff of the Organization shall avoid acts of self-dealing which may adversely affect the tax-exempt status of the corporation or cause there to arise any sanction or penalty by a governmental authority.

The purpose of this Conflict of Interest policy is to protect the interests of the Organization when it is contemplating entering into a transaction or arrangement that might benefit the

private interest of an officer, director, key employee or affiliate of the Organization or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflicts of interest applicable to nonprofit and charitable organizations.

#### ARTICLE II Definitions

#### 1. **Conflict of Interest.**

A Conflict of Interest arises when a person in a position of authority over an organization, such as an officer, director, manager, or key employee, may receive a personal benefit, financial or otherwise, from a decision he or she could make in such capacity, including indirect benefits such as to family members or businesses with which the person is closely associated.

#### 2. **Financial Interest**.

A person has a Financial Interest if the person has, directly or indirectly, through business, investment or family:

- a. An ownership interest (whether direct or indirect), beneficial interest or investment interest in any entity with which the Organization has a transaction, agreement or any other arrangement;
- b. A compensation arrangement with the Organization or with any entity or individual with which the Organization has a transaction, agreement or any other arrangement; or
- c. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Organization is negotiating a transaction, agreement or any other arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

A Financial Interest is not necessarily a Conflict of Interest. Under Article III, Section 2, a person who has a Financial Interest may have a Conflict of Interest only if the Audit committee decides that a Conflict of Interest exists.

#### 3. Interested Person.

Any director, officer, member of a committee with Board of Directors delegated powers, key employee or affiliate of the Organization who has a direct or indirect Financial Interest, as defined herein, is an Interested Person.

#### 4. Interested Party Transaction.

An Interested Party Transaction is any transaction, agreement or any other arrangement in which an Interested Person has a Financial Interest and in which the Organization or any affiliate of the Organization is a participant.

#### ARTICLE III Procedures

#### 1. Duty to Disclose

In connection with any actual or possible Conflict of Interest or Interested Party Transaction, an Interested Person must immediately disclose the existence of any Financial Interest or actual or potential Conflict of Interest or Interested Party Transaction, and all material facts pertaining thereto, to the Organization's Audit Committee.

In addition, each director, principal officer and member of a committee with Board of Directors delegated powers must complete a Conflict of Interest and Annual Disclosure Statement in accordance with Article VI.

## 2. Procedures for Determining the Existence of a Conflict of Interest and Reviewing Interested Party Transactions

The Audit Committee oversees the adoption, implementation of, and compliance with the Conflict of Interest Policy and shall determine the existence of a Conflict of Interest and review Interested Party Transactions in accordance with the following procedures:

a. An Interested Person may make a presentation to the Audit Committee to disclose information regarding the Financial Interest/potential Conflict of Interest/Interested Party Transaction. However, after the presentation or disclosure, he/she shall not be present at or participate in the in the Audit

Committee meeting, discussions, deliberations or vote regarding the possible Conflict of Interest or the Interested Party Transaction and such person shall not attempt to influence the deliberation or voting on such matters.

- b. Only the Audit Committee and/or other Independent Directors may participate in any deliberations or voting relating to a Conflict of Interest or Interested Party Transaction. The chairperson of the Audit Committee shall, if appropriate, appoint an Independent Director to investigate alternatives to the proposed Interested Party Transaction.
- c. The Organization shall not enter into any Interested Party Transaction unless the Audit Committee determines the transaction to be fair, reasonable and in the Organization's best interest.
- d. After exercising due diligence, the Audit Committee shall determine whether the Organization can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a Conflict of Interest.
- e. If a more advantageous transaction or arrangement not producing a Conflict of Interest is not reasonably possible under circumstances, the Audit Committee shall determine by a majority vote of the non-conflicted directors of such committee whether the transaction or arrangement is in the Organization's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the Interested Party Transaction and, if the Interested Party Transaction shall be approved, the Audit Committee shall contemporaneously document in writing the basis for the approval, including its consideration of any alternative transactions or arrangements.

#### 3. Violations of the Conflict of Interest Policy

- a. If the Audit Committee has reasonable cause to believe a person has failed to disclose an actual or possible Conflict of Interest or Financial Interest, it shall inform the person of the basis for such belief and afford the person an opportunity to explain the alleged failure to disclose.
- b. If, after hearing the person's response and after making further investigation as warranted by the circumstances, the Audit Committee determines the person has failed to disclose an actual or possible Conflict of Interest,

appropriate disciplinary and corrective action shall be taken against that person.

#### **ARTICLE IV**

#### Records of Proceedings

The minutes of any meeting of the Board of Directors, Audit Committee and all committees with Board delegated powers at which the Conflict of Interest or Interested Party Transaction was discussed or voted upon shall contain:

- a. The names of the persons who disclosed or otherwise were found to have a Financial Interest in connection with an actual or possible Conflict of Interest or Interested Party Transaction, the nature of the Financial Interest, any action taken to determine whether a Conflict of Interest was present, and the Board's or committee's decision as to whether a Conflict of Interest in fact existed.
- b. The names of the persons who were present for discussions and votes relating to the Interested Party Transaction, the content of the discussion, including consideration of any alternatives to the proposed Interested Party Transaction, a record of any votes taken in connection with the proceedings, and, if the Interested Party Transaction is approved, the minutes shall indicate the basis for the approval.

#### ARTICLE V

#### **Compensation**

- a. No person who receives compensation, directly or indirectly, from the Organization for services, nor any person who may benefit from such compensation, may be present at or otherwise participate in any Board or committee deliberation or vote concerning such person's compensation; provided that nothing in this section shall prohibit the Board or authorized committee from requesting that a person who may benefit from such compensation present information as background or answer questions at a committee or Board meeting prior to the commencement of deliberations or voting relating thereto.
- b. The Board of Directors shall have the authority to fix the compensation of directors and officers in a reasonable amount for services rendered. The fixing of salaries of

officers shall require the affirmative vote of a majority of the Entire Board (as defined in the New York Not-For-Profit Corporation Law).

#### **ARTICLE VI**

#### **Annual Statements**

Prior to initial election or appointment, and annually thereafter, each director, principal officer and member of a committee with Board delegated powers shall complete, sign and submit to the Organization's Secretary of the Board a written statement (the "Conflict of Interest and Annual Disclosure Statement" attached hereto as <u>Exhibit A</u>) which affirms such person:

- a. Has received a copy of the Conflict of Interest policy (the "Policy"),
- b. Has read and understands the Policy,
- c. Has agreed to comply with the Policy,
- d. Understands the Organization is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes, and
- e. Has, to the best of his or her knowledge, disclosed any Financial Interest or actual or potential Conflict of Interest, including the identification of any entity of which such person is an officer, director, trustee, member, owner (either as a sole proprietor or a partner), or employee and with which the Organization has a relationship, and any transaction in which the Organization is a participant and in which such person might have a conflicting interest.

This Conflict of Interest Annual Disclosure Statement shall also be completed, signed and submitted annually by all CAS management and supervisory employees.

The Secretary of the Board shall provide a copy of all completed Conflict of Interest and Annual Disclosure Statements to the chair of the Audit Committee.

#### ARTICLE VII

#### Periodic Reviews

To ensure the Organization operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- a. Whether compensation arrangements and benefits are reasonable, based on competent survey information and the result of arm's length bargaining.
- b. Whether partnerships, joint ventures, and arrangements with management organizations conform to the Organization's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

#### ARTICLE VIII

#### Use of Outside Experts

When conducting the periodic reviews as provided for in Article VII, the Organization may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the Board of its responsibility for ensuring periodic reviews are conducted.

Revised as of December 22, 2014

#### <u>EXHIBIT A</u>

#### CATSKILL ANIMAL SANCTUARY, INC

#### Instructions: Conflict of Interest and Annual Disclosure Statement

Prior to initial election or appointment, and annually thereafter, each Director, principal officer, key employee, affiliate, or member of a committee with Board delegated powers of Catskill Animal Sanctuary, Inc. shall complete, sign and submit to the Organization's Secretary of the Board a Conflict of Interest and Annual Disclosure Statement which affirms such person:

- a. Has received a copy of the Conflict of Interest policy (the "Policy");
- b. Has read and understands the Policy;
- c. Has agreed to comply with the Policy;
- d. Understands the Organization is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes; and
- e. Has, to the best of his or her knowledge, disclosed any Financial Interest or actual or potential Conflict of Interest, including the identification of any entity of which such person is an officer, director, trustee, member, owner (either as a sole proprietor or a partner), or employee and with which the Organization has a relationship, and any transaction in which the Organization is a participant and in which such person might have a conflicting interest.

This Conflict of Interest Annual Disclosure Statement shall also be completed, signed and submitted annually by all management and supervisory employees.

Please respond to the statements in the Disclosure Form below regarding certain activities and any relationships you or any member of your family\* may have with any supplier of goods or services or others that could potentially be perceived as a Conflict of Interest respecting the Organization. You are directed to place your initials in the space provided for those statements to which you agree. **If you do not initial all of the statements below indicating agreement, then you must disclose and explain in the "Remarks" section attached.** With respect to answering questions related to relationships that members of your immediate family may have with any supplier of goods or services or others, your answer should reflect <u>your knowledge</u> of any such relationship. If you are uncertain whether a particular situation could be perceived to be in conflict with the interests of the Organization,

it is suggested that the circumstances be discussed with the Executive Director of the Organization.

#### \* Definitions:

<u>Member</u> of <u>Family</u> – Includes parents, in-laws, spouse, children, grand-children, siblings, nieces, nephews, aunts, uncles, common law spouse, significant other, domestic partner and first cousins.

<u>Confidential</u> <u>Information of the Organization</u> – Information of the Organization that is not generally available to those outside of the Organization (including, without limitation, proprietary information and intellectual property, such as contestant data, information systems, fundraising, advertisers, employee compensation, financial position and results and corporate policies) received as a result of the relationship with the Organization as Director, officer, professional, manager, and/or employee.

#### CATSKILL ANIMAL SANCTUARY, INC

#### Conflict of Interest and Annual Disclosure Statement

Please respond to each of the following statements and sign and return to CAS. Note: If you do not initial all of the statements below indicating agreement, then you must disclose and explain in the "Remarks" section attached.

\_\_\_\_\_I have received a copy of the Organization's Conflict of Interest Policy. I have read and understood such policy and I agree to comply with it. I understand the Organization is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

\_\_\_\_\_ Neither I nor any member of my family\*, individually or collectively, has an actual or potential ownership interest (whether direct or indirect), beneficial interest or investment interest in any entity with which the Organization has a transaction, agreement or any other arrangement, including with respect to any business that is a supplier of goods or services and, directly or indirectly, currently has a business relationship, is in negotiation or is actively seeking to enter into a business or professional relationship, with the Organization.

\_\_\_\_\_ Neither I nor any member of my family\* functions as a manager, partner, director, trustee, officer, consultant or advisory board member or person serving a similar capacity for any entity with which the Organization has a transaction, agreement or any other arrangement, including with respect to any supplier of goods or services that, directly or indirectly, currently has a business relationship, is in negotiation or is actively seeking to enter into a business or professional relationship with the Organization.

\_\_\_\_\_ Neither I nor any member of my family\*, individually or collectively, has any actual or potential arrangement in which we received compensation, in cash or value in goods, services or other accommodations or courtesies from any entity with which the Organization has a transaction, agreement or any other arrangement, including with respect to any supplier of goods or services that, directly or indirectly, currently has a business or professional relationship, is in negotiation or is actively seeking to enter into a business or professional relationship with the Organization.

\_\_\_\_\_ Neither I nor any member of my family\*, individually or collectively, has disclosed any confidential information of the Organization\*, whether or not pursuant to any arrangement in which we received compensation in cash or value in goods, services or other accommodations or courtesies, in the past calendar year to any party or any supplier of goods or services that, directly or indirectly, currently has a business or professional relationship, is in negotiation or is actively bidding to enter into a business or professional relationship with the Organization. \_\_\_\_\_ I have not been convicted or found liable of fraud in a civil or criminal proceeding.

\_\_\_\_\_ I have not been convicted in a criminal proceeding or named the subject of any pending criminal proceeding, excluding traffic violations and other minor offenses.

#### **Certification:**

I hereby certify that the information provided describes, to the best of my knowledge, information and belief, all current or potential conflict situations that are required to be reported. I further agree to immediately disclose any additional information or circumstances about any Financial Interest or possible Conflict of Interest or possible Interested Party Transaction that I become aware of after the completion and submission of this Conflict of Interest Disclosure Statements.

Signature Date Printed Name Title

PLEASE RETURN TO:

Catskill Animal Sanctuary, Inc.

Secretary of the Board

316 Old Stage Road

Saugerties, NY 12477

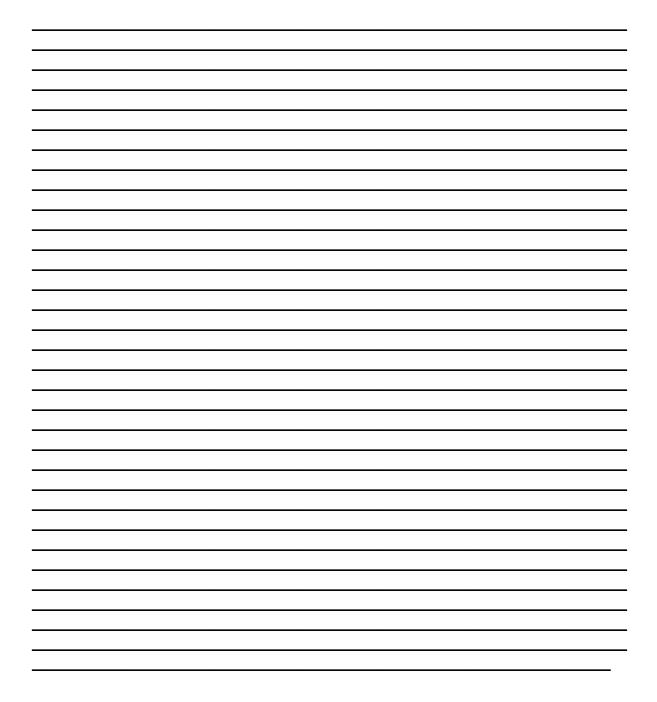
Retain copy for your personal file.

#### EXHIBIT A

#### **CATSKILL ANIMAL SANCTUARY, INC**

**Conflict of Interest and Annual Disclosure Statement -- Remarks** 

If applicable, please explain each Financial Interest, actual or potential Conflict of Interest, or actual or potential or Interested Party Transaction in detail. (Please attach additional sheets if necessary)



#### Acknowledgement of Receipt of Manual Signature Page

By signing this Volunteer & Intern Manual I agree to abide by the terms and conditions outlined therein.

Printed Name: \_\_\_\_\_

Intern/Volunteer Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Please return this signature page to Michelle Alvarez, Outreach Manager.